

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CHARLES F. GILBERT and
SANDRA D. GILBERT,

Plaintiffs,

v.

BMO HARRIS, N.A.; NATIONSTAR MORTGAGE
LLC, D/B/A MR. COOPER; AMERICAN HONDA
FINANCE CORPORATION; FORD MOTOR
CREDIT COMPANY LLC, D/B/A LINCOLN
AUTOMOTIVE FINANCIAL SERVICES;
TAMMAC HOLDINGS CORPORATION, D/B/A
TAMMAC FINANCIAL; WELLS FARGO BANK,
N.A.; TRANSUNION, LLC; and EQUIFAX
INFORMATION SERVICES, LLC

Defendants.

CIVIL ACTION

COMPLAINT 1:19-cv-01686

JURY TRIAL DEMANDED

COMPLAINT

NOW COME Charles F. Gilbert (“Charles”) and Sandra D. Gilbert (“Sandra”) (collectively “Plaintiffs”), by and through their attorneys, Sulaiman Law Group, Ltd., complaining of the Defendants, BMO Harris, N.A. (“BMO Harris”), Nationstar Mortgage LLC, D/B/A Mr. Cooper (“Nationstar”), American Honda Finance Corporation (“AHFC”), Ford Motor Credit Company LLC, D/B/A Lincoln Automotive Financial Services (“LAFS”), Tammac Holdings Corporation, D/B/A Tammac Financial (“Tammac”), Wells Fargo Bank, N.A. (“Wells Fargo”), TransUnion, LLC (“TransUnion”), and Equifax Information Services, LLC (“Equifax”), (collectively, “Defendants”) as follows:

NATURE OF THE ACTION

1. Plaintiffs bring this action seeking redress for violations of the Fair Credit Reporting Act (“FCRA”) pursuant to 15 U.S.C. §1681 et seq.

JURISDICTION AND VENUE

2. Subject matter jurisdiction is conferred upon this Court by the FCRA pursuant to 15 U.S.C. §1681 et seq., 28 U.S.C. §§1331 and 1337, as this action arises under the laws of the United States.

3. Venue is proper in this Court pursuant to 28 U.S.C. §1391 as Plaintiffs reside in this District and all of the events or omissions giving rise to the claims occurred in this District.

PARTIES

4. Plaintiffs are consumers and natural persons over 18-years-of-age who, at all times relevant, resided in the Northern District of Illinois.

5. Defendant BMO Harris, N.A. maintains its principal place of business in Chicago, Illinois. BMO Harris is a creditor, lender, debt collector, and servicer of mortgage loans across the country, including the State of Illinois. BMO Harris is a furnisher of information to the major credit reporting agencies, including Equifax.

6. Defendant Nationstar Mortgage LLC, doing business as Mr. Cooper, is a Delaware limited liability company with its principal place of business located in Texas. Nationstar is in the business of servicing loans and collecting debts owed to others across the country, including in the State of Illinois. Nationstar is a furnisher of information to the major credit reporting agencies, including Equifax and TransUnion.

7. Defendant American Honda Finance Corporation is a foreign corporation with its principal place of business in Torrance, California. AHFC is in the business of providing a full range of financing services to consumers across the country, including in the State of Illinois. AHFC is a furnisher of information to the major credit reporting agencies, including Equifax.

8. Ford Motor Credit Company LLC, doing business under the registered trade name of Lincoln Automotive Financial Services, is a foreign limited liability company with its principal place of business located in Michigan. LAFS is in the business of providing a full range of

financing and leasing services to consumers across the country, including in the State of Illinois. LAFS is a furnisher of information to the major credit reporting agencies, including Equifax.

9. Defendant Tammac Holdings Corporation, doing business as Tammac Financial Corporation is a privately held company with its principal place of business located in Wilkes Barre, Pennsylvania. Tammac offers financial services to consumers nationwide, including in the State of Illinois. Tammac is a furnisher of information to the major credit reporting agencies, including Equifax.

10. Defendant Wells Fargo Bank, N.A. is a national banking association organized under the laws of the United States with its principal place of business located in Sioux Falls, South Dakota. Wells Fargo issues the Wells Fargo Four Seasons credit card to consumers, including in the State of Illinois. Wells Fargo is a furnisher of information to the major credit reporting agencies, including Experian.

11. Defendant TransUnion, LLC is a Delaware limited liability corporation with its principal place of business located in Chicago, Illinois. TransUnion is regularly engaged in the business of assembling, evaluating, and disbursing information concerning consumers for the purpose of furnishing consumer reports and credit files to third parties bearing on a consumer's credit worthiness, credit standing, and credit capacity on a nationwide basis, including in the State of Illinois.

12. Defendant Equifax Information Services, LLC is a Delaware limited liability company with its principal place of business in Atlanta, Georgia. Equifax is regularly engaged in the business of assembling, evaluating, and disbursing information concerning consumers for the purpose of furnishing consumer reports and credit files to third parties bearing on a consumer's

credit worthiness, credit standing, and credit capacity on a nationwide basis, including in the State of Illinois.

CREDIT REPORTING AND PLAINTIFFS' CREDIT DISPUTES

13. On July 31, 2013, Plaintiffs filed a Chapter 13 bankruptcy in the Northern District of Illinois and upon successful completion, were granted a Discharge on August 28, 2018.

14. Plaintiffs' petition included a secured claim to BMO Harris, and an unsecured claim to Wells Fargo. These claims were paid through Plaintiffs' Chapter 13 Plan.

15. During the pendency of their bankruptcy and continuing since, Plaintiffs have timely made all mortgage payments directly to Nationstar.

16. Plaintiffs' accounts with AHFC, LAFS and Tammac were paid in full and closed prior to filing bankruptcy.

Sandra D. Gilbert's Credit Report - TransUnion

17. In late September 2018, Sandra pulled her Credit Karma Credit Report provided by TransUnion.

18. Sandra was shocked to discover that Nationstar and TransUnion were misreporting the Nationstar mortgage loan, as follows:

Account Status: Closed - Derogatory
Closed Date: April 30, 2015
Monthly Payment: \$0
Balance: \$0
Date of Last Payment: August 26, 2016
Remarks: Chapter 13; wage earner plan account

Charles F. and Sandra D. Gilbert's Credit Reports - Equifax

19. In late November 2017, Charles pulled his Equifax credit report and discovered that the BMO Harris account, along with other accounts, was misreported, as follows:

BMO Harris

Date of 1st Delinquency: 07/2013

20. On or about January 15, 2018, Charles sent a written credit dispute letter to Equifax requesting that his credit files be reviewed and updated to accurately reflect the BMO Harris account.

21. Specifically, Charles' letter, in relevant part, stated:

5. BMO Harris 610028* this account is being paid through my chapter 13 plan. This account is open and current. Please update this account to reflect that it is both current and open.

22. On January 27, 2018, Equifax responded to Charles' dispute without correcting the disputed accounts, as follows:

>>> **We have researched the credit account. Account # - 610028* The results are:** This account is currently reporting included in bankruptcy. If you have additional questions about this item please contact: **Bmo Harris Bank N.A, 200 W Monroe St FL 19, Chicago IL 60606-5075**

Bmo Harris Bank N.A.		Attn Central Loan Utility PO Box 755 Chicago IL 60690-0755 : (312) 461-7117		Credit Limit		Terms Duration		Times Frequency		Months Paid		Activity Designator		Creditor Classification	
Account Number	610028*	Date Opened	01/16/2008	High Credit	\$0	Credit Limit	\$0	Terms Duration	Monthly	Months Paid	99	Activity Designator		Creditor Classification	
Items As of	Balance	Amount	Amount	Date of	Actual	Scheduled	Date of 1st	Date of 1st	Date of 1st	Charge Off	Deferred Pay	Balance Pay	Balance Pay	Balance Pay	Date
Date Reported	Amount	Paid Due	12/2017	12/2017	\$0	\$0	Delinquency	Last Activity	Del. 1st Right	Amount	Start Date	Amount	Pay Date	Pay Date	Closed
12/31/2017	\$0	\$0					07/2013			\$0		\$0			

Status - Included in Wage Earner Plan; Type of Loan - Second Mortgage; Whose Account - Joint Account; ADDITIONAL INFORMATION - Bankruptcy Chapter 13; Real Estate Mortgage; Bankruptcy Petition; Second Mortgage;

23. In November 2017, Sandra pulled her Equifax credit report and discovered that the BMO Harris account and the Nationstar mortgage loan account were misreported, as follows:

BMO Harris (Closed)
 Date of First Delinquency: November 01, 2013
 Delinquency First Reported: July 01, 2013

Nationstar Mortgage (Closed)
 Date of First Delinquency: July 01, 2013

24. On or about January 15, 2018, Sandra sent a written credit dispute letter to Equifax requesting that her credit files be reviewed and updated to accurately reflect the BMO Harris and Nationstar accounts.

25. Specifically, Sandra's letter, in relevant part, stated:

1. BMO Harris 610028* this account is being paid through my chapter 13 plan. This account is open and current. And date 1st Delinquency gives the wrong impression about this account. Please update this account to reflect that it is both current and open.

2. Nationstar Mortgage 61702***: This account is in good standing and current/open and never delinquent and date of last payment is not correct. Date of 1st Delinquency and Maj 1st Delinquency is not correct and was never included in my chapter 13 (paid outside the chapter 13 plan).

26. On February 19, 2018, Equifax responded to Sandra's dispute without correcting the disputed BMO Harris and Nationstar accounts, as follows:

Bmo Harris Bank N.A. Attn Central Loan Utility PO Box 755 Chicago IL 60680-0755 : (312) 461-7117												
Account Number		Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Monthly Rev'd	Activity Designator	Creditor Classification			
610028*		01/01/2008				Monthly	99					
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date May Del. 1st Pmt	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date
02/19/2018			07/2013			07/2013		07/2013				
Status - Included In Wage Earner Plan; Type of Loan - Second Mortgage; Whose Account - Joint Account; ADDITIONAL INFORMATION - Bankruptcy Chapter 13;												

Nationstar DBA Mr Cooper. PO Box 199111 Dallas TX 75219-9111												
Account Number		Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Monthly Rev'd	Activity Designator	Creditor Classification			
61702*		09/01/2005				Monthly	16					
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date May Del. 1st Pmt	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date
02/01/2018			07/2013			07/2013		07/2013				
Status - Included In Wage Earner Plan; Type of Loan - Conventional Re Mortgage; Whose Account - Joint Account; ADDITIONAL INFORMATION - Bankruptcy Chapter 13;												

27. In late September 2018, Charles and Sandra pulled their Credit Karma Credit Reports provided by Equifax to check the accuracy of the accounts post-discharge¹.

28. Plaintiffs were shocked to discover that Defendants were misreporting their mortgage loan account, an account that was paid in full through their Chapter 13 Plan, and accounts that had been paid and closed prior to their filing bankruptcy.

29. Specifically, Charles discovered that Defendants were misreporting accounts, as follows:

- 1) BMO Harris
 - Monthly Payment: \$161,626
 - Balance: \$51,823
 - Payment Status: 120-149 Days Late
 - Amount Past Due: \$51,823
 - Remarks: 120 Days past due
 - Latest Status: 120-149 Days late
- 2) American Honda Finance Corporation
 - Monthly Payment: \$550

¹ The Equifax credit reports pulled, Plaintiffs' disputes and Equifax's responses prior to this date were during the pendency of Plaintiffs' Chapter 13 bankruptcy.

3) Lincoln Automotive Financial Services
Monthly Payment: \$345

4) Tammac Financial Corporation
Monthly Payment: \$265

30. Specifically, Sandra discovered that Defendants were misreporting accounts, as follows:

- 1) BMO Harris
Date of Last Payment: July 1, 2013
- 2) Nationstar
Account Status: Closed
Payment Status: Included in Chapter 13
Date of Last Payment: July 1, 2013
Remarks: Bankruptcy chapter 13; Bankruptcy completed
Latest Status: Included in Chapter 13
- 3) American Honda Finance Corporation
Monthly Payment: \$550
- 4) Lincoln Automotive Financial Services
Monthly Payment: \$345
- 5) Tammac Financial Corporation
Monthly Payment: \$265

Defendants' Erroneous Credit Reporting

31. The reporting of the BMO Harris loan was inaccurate, incomplete, and misleading because the loan was paid in full through Plaintiffs' Chapter 13 Plan with the final payment made on July 13, 2018.

32. The reporting of the Nationstar loan was inaccurate, incomplete, and misleading because the mortgage loan was not included in Plaintiffs' Chapter 13 Plan, the account is open and active, Plaintiffs' have timely paid all monthly payments directly to Nationstar and the account is current.

33. The reporting of the AHFC account was inaccurate, incomplete, and misleading because the loan was paid and closed prior to Plaintiffs filing bankruptcy and had no monthly payment.

34. The reporting of the LAFS loan was inaccurate, incomplete, and misleading because the loan was paid and closed prior to Plaintiffs filing bankruptcy and had no monthly payment.

35. The reporting of the Tammac account was inaccurate, incomplete, and misleading because the account was paid and closed prior to Plaintiffs filing bankruptcy and had no monthly payment.

36. The reporting of the Wells Fargo account was inaccurate, incomplete, and misleading because the account was included the Plaintiffs' bankruptcy and paid through Plaintiff's Chapter 13 Plan.

Sandra's Dispute Letter to TransUnion

37. On or about November 1, 2018, Sandra sent a written credit dispute letter to TransUnion requesting that her credit files be reviewed and updated to accurately reflect five accounts, including the Nationstar account.

38. Sandra's dispute letter, in relevant part, stated:

. . . I also wanted to dispute the inaccurate reporting of the following accounts:

2. Nationstar/Mr. Cooper, acct no. 617029XXX - This account is open and active as I am currently making payments to them. Please contact them directly to verify and reinstate this account to open, update the balance, the date of last payment, and the payment history. At current, the payment history reflect a failed to pay which is not true. I demand this account reflect the true and accurate information I am providing to you in this letter.

39. Sandra mailed the dispute letter with all relevant information to TransUnion.

40. Upon information and belief, Nationstar received notice of Sandra's dispute letter and all relevant information from TransUnion within five days of TransUnion receiving Plaintiff's dispute letter. *See* 15 U.S.C. §1681i(a)(2).

Plaintiffs' Dispute Letters to Equifax

41. On or about November 1, 2018, Charles sent a written credit dispute letter to Equifax requesting that his credit files be reviewed and updated to accurately reflect the subject accounts.

42. On or about November 1, 2018, Sandra sent a written credit dispute letter to Equifax requesting that her credit files be reviewed and updated to accurately reflect the subject accounts.

43. Plaintiffs' dispute letters each stated, "I have reviewed my credit reports and have found the following errors that need to be addressed and corrected:"

44. Specifically, Charles' letter, in relevant part, stated:

- 1) American Honda Financial - this account was paid and closed prior to my filing, the monthly payment of \$550 should be removed.
- 2) Lincoln Automotive - this account was paid and closed prior to my filing, the monthly payment of \$345 should be removed.
- 3) Tammac Financial - this account was paid and closed prior to my filing, the monthly payment of \$265 should be removed.

I also wanted to dispute the inaccurate reporting of the following accounts:

- 1) BMO Harris Bank, NA, acct no. 610028XXXX - This account was satisfied through my case which I have included the proof for your review. Please update and correct the balance, payment status, amount past due, remarks and payment history.

45. Specifically, Sandra's letter, in relevant part, stated:

- 1) American Honda Financial - this account was paid and closed prior to my filing, the monthly payment of \$550 should be removed.
- 2) Lincoln Automotive - this account was paid and closed prior to my filing, the monthly payment of \$345 should be removed.
- 3) Tammac Financial - this account was paid and closed prior to my filing, the monthly payment of \$265 should be removed.

I also wanted to dispute the inaccurate reporting of the following accounts:

- 1) BMO Harris Bank, NA, acct no. 610028XXXX - This account was satisfied through my case which I have included the proof for your review. Please update and correct the balance, payment status, amount past due, remarks and payment history.
- 2) Nationstar/Mr. Cooper, acct no. 617029XXX - This account is open and active as I am currently making payments to them. Please contact them directly to verify and reinstate this account to open, update the balance, the date of last payment, and the payment history. At current, the payment history reflect a failed to pay which is not true. I demand this account reflect the true and accurate information I am providing to you in this letter.

46. Plaintiffs each mailed the dispute letters with all relevant information to Equifax.

47. Upon information and belief, AHFC received notice of Charles' dispute letter and all relevant information from Equifax within five days of Equifax receiving Plaintiff's dispute letter. *See* 15 U.S.C. §1681i(a)(2).

48. Upon information and belief, AHFC received notice of Sandra's dispute letter and all relevant information from Equifax within five days of Equifax receiving Plaintiff's dispute letter. *See* 15 U.S.C. §1681i(a)(2).

49. Upon information and belief, LAFS received notice of Charles' dispute letter and all relevant information from Equifax within five days of Equifax receiving Plaintiff's dispute letter. *See* 15 U.S.C. §1681i(a)(2).

50. Upon information and belief, LAFS received notice of Sandra's dispute letter and all relevant information from Equifax within five days of Equifax receiving Plaintiff's dispute letter. *See* 15 U.S.C. §1681i(a)(2).

51. Upon information and belief, Tammac received notice of Charles' dispute letter and all relevant information from Equifax within five days of Equifax receiving Plaintiff's dispute letter. *See* 15 U.S.C. §1681i(a)(2).

52. Upon information and belief, Tammac received notice of Sandra's dispute letter and all relevant information from Equifax within five days of Equifax receiving Plaintiff's dispute letter. *See* 15 U.S.C. §1681i(a)(2).

53. Upon information and belief, BMO Harris received notice of Charles' dispute letter and all relevant information from Equifax within five days of Equifax receiving Plaintiff's dispute letter. *See* 15 U.S.C. §1681i(a)(2).

54. Upon information and belief, BMO Harris received notice of Sandra's dispute letter and all relevant information from Equifax within five days of Equifax receiving Plaintiff's dispute letter. *See* 15 U.S.C. §1681i(a)(2).

55. Upon information and belief, Nationstar received notice of Sandra's dispute letter and all relevant information from Equifax within five days of Equifax receiving Plaintiff's dispute letter. *See* 15 U.S.C. §1681i(a)(2).

Sandra's Dispute Letter to Experian

56. On or about November 1, 2018, Sandra sent a written credit dispute letter to Experian requesting that her credit files be reviewed and updated to accurately reflect accounts, including the Wells Fargo Account.

57. Specifically, Sandra's letter, in relevant part, stated:

I have reviewed my credit reports and have found the following errors that need to be addressed and corrected:

2) WF/Four Seasons, acct # 470500XXXXXXXXXX - This account was included in my case and the payment history should be zeroed out.

58. Plaintiff mailed the dispute letter with all relevant information to Experian.

59. Upon information and belief, Wells Fargo received notice of Sandra's dispute letter and all relevant information from Experian within five days of Experian receiving Plaintiff's dispute letter. *See* 15 U.S.C. §1681i(a)(2).

TransUnion's Failure to Correct Inaccurate Reporting in Sandra's Credit File

60. On November 30, 2018, TransUnion responded to Sandra's dispute without correcting the Nationstar account, as follows:

NATIONSTAR MORTGAGE LLC #61702**** (8950 CYPRESS WATERS BLVD, DALLAS, TX 75063, (888) 480-2432)

We investigated the information you disputed and updated: **Balance; Date Updated; Last Payment Made; Terms; Rating; Payment Received.** Here is how this item appears on your credit report following our investigation.

Date Opened: 09/06/2005
Responsibility: Joint Account
Account Type: Mortgage Account
Loan Type: CONVENTIONAL REAL ESTATE MTG

Balance: \$452,306
Date Updated: 10/31/2018
Payment Received: 10/03/2018 (\$3,738)
Last Payment Made: 10/03/2018
High Balance: \$632,000

Pay Status: Current: Paid or Paying as Agreed
Terms: \$5,000 per month, paid Monthly for 360 months

Rating: OK

09/2018	08/2018	07/2018	06/2018	05/2018	04/2018	03/2018	02/2018	01/2018	12/2017	11/2017	10/2017
X	X	X	X	X	X	X	X	X	X	X	X
09/2017	08/2017	07/2017	06/2017	05/2017	04/2017	03/2017	02/2017	01/2017	12/2016	11/2016	10/2016
X	X	X	X	X	X	X	X	X	X	X	X
09/2016	08/2016	07/2016	06/2016	05/2016	04/2016	03/2016	02/2016	01/2016	12/2015	11/2015	10/2015
X	X	X	X	X	X	X	X	X	X	X	X
09/2015	08/2015	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015	01/2015	12/2014	11/2014	10/2014
X	X	X	X	X	X	X	X	X	X	X	X
09/2014	08/2014	07/2014	06/2014	05/2014	04/2014	03/2014	02/2014	01/2014	12/2013	11/2013	10/2013
X	X	X	X	X	X	X	X	X	X	X	X

61. The reporting of the Nationstar trade line is patently inaccurate, incomplete, and creates a materially misleading impression that the terms of the loan require a payment of \$6,000 per month and that the payment received on 10/03/2018 in the amount of \$3,738 was a short payment. The \$6,000 payment made by Plaintiffs included extra principal payment and \$3,738 represents the actual monthly payment amount.

Equifax's Failure to Correct Inaccurate Reporting in Plaintiffs' Credit Files

62. On November 25, 2018, Equifax responded to Charles' dispute without correcting the disputed accounts, as follows:

63. Charles discovered that Equifax continued to report the BMO Harris account, as follows:

>>> We have researched the credit account. Account # - 610028* The results are: The disputed information has been verified and/or updated. THE FOLLOWING FIELDS HAVE BEEN MODIFIED: *DATE OF LAST PAYMENT *DATE OF 1ST DELINQUENCY *ADDITIONAL INFORMATION *ACCOUNT HISTORY. If you have additional questions about this item please contact: **Bmo Harris Bank N.A., 200 W Monroe St FL 19, Chicago IL 60606-5075**

Bmo Harris Bank N.A. Attn Central Loan Utility PO Box 755 Chicago IL 60690-0755 : (312) 461-7117

Account Number 610028*	Date Opened 01/16/2008	High Credit \$0	Credit Limit \$0	Terms Duration Monthly	Terms Frequency 18	Months Fwd 18	Activity Designator	Creditor Classification
Items As of Date Reported 11/25/2018	Balance Amount \$0	Amount Past Due \$0	Date of Last Payment 06/2013	Actual Payment Amount \$0	Scheduled Payment Amount \$0	Date of 1st Delinquency 07/2013	Date of Last Activity 07/2013	Date of 1st Delinquency 07/2013
Status Included In Wage Earner Plan	Type of Account Second Mortgage	Whose Account Joint Account	Portfolio Indicator	Portfolio Status				

ADDITIONAL INFORMATION:
 Bankruptcy Chapter 13

64. The reporting of the BMO Harris trade line is patently inaccurate, incomplete, and creates a materially misleading impression that Charles has not made a payment since June 2013 and that he was delinquent on monthly payments since July 2013.

65. Charles discovered that Equifax continued to report the AHFC account, as follows:

>>> **We have researched the credit account. Account # - 9315*** The results are: This account is currently reporting as closed. This creditor is currently reporting a zero balance for this account. THE FOLLOWING FIELDS HAVE BEEN MODIFIED: *ACTIVITY DESIGNATOR. If you have additional questions about this item please contact: **American Honda Finance, 2170 Point Blvd Ste 100, Elgin IL 60123-7875 Phone: (800) 542-0029**

American Honda Finance 2170 Point Blvd Ste 100 Elgin IL 60123-7875 : (800) 542-0029													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Rptd	Activity Designator	Creditor Classification					
9315*	03/02/2007	\$26,400	\$0	48	Monthly	75							
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Mgt. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
11/25/2018	\$0	\$0	02/2011	\$0	\$550		02/2011		\$0		\$0		02/2011
Status	Type of Account	Type of Loan		Whose Account		Portfolio Indicator		Portfolio Status					
Pays As Agreed	Installment	Auto Lease		Joint Account									

66. The reporting of the AHFC trade line is patently inaccurate, incomplete, and creates a materially misleading impression that Charles is still obligated to pay a scheduled monthly payment.

67. Charles discovered that Equifax continued to report the LAFS account, as follows:

>>> **We have researched the credit account. Account # - 4271*** The results are: This account is currently reporting as closed. This creditor is currently reporting a zero balance for this account. If you have additional questions about this item please contact: **Lincoln Automotive Financial, PO Box 542000, OMAHA NE 68154-8000 Phone: (877) 727-7000**

Lincoln Automotive Financial PO Box 542000 Omaha NE 68154-8000 : (800) 727-7000													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Rptd	Activity Designator	Creditor Classification					
4271*	07/07/2007	\$18,316	\$0	60	Monthly	60	Paid and Closed						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Mgt. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
07/23/2012	\$0	\$0	07/2012	\$698	\$345		07/2012		\$0		\$0		07/2012
Status	Type of Account	Type of Loan		Whose Account		Portfolio Indicator		Portfolio Status					
Pays As Agreed	Installment	Auto		Joint Account									
ADDITIONAL INFORMATION:													
Closed or Paid Account/Zero Balance													
Auto													
Fixed Rate													

68. The reporting of the LAFS trade line is patently inaccurate, incomplete, and creates a materially misleading impression that Charles is still obligated to pay a scheduled monthly payment.

69. Charles discovered that Equifax continued to report the Tammac account, as follows:

TAMMAC Financial Corporation														100 Commerce Blvd Wilkes Barre PA 18702-6832 : (717) 326-0521													
Account Number		Date Opened		High Credit		Credit Limit		Terms Duration		Terms Frequency		Months Fled		Activity Designator		Creditor Classification											
13700*		02/09/2006		\$13,600		\$0		72		Monthly		72		Paid and Closed													
Items As of Date Reported		Balance Amount		Amount Past Due		Date of Last Payment		Actual Payment Amount		Scheduled Payment Amount		Date of 1st Delinquency		Date of Last Activity		Date Mtd. Del. 1st Rptd		Charge Off Amount		Deferred Pay Start Date		Balloon Pay Amount		Balloon Pay Date		Date Closed	
03/01/2012		\$0		\$0		02/2012		\$355		\$265				02/2012				\$0				\$0				02/2012	
Status		Type of Account				Type of Loan				Whose Account				Portfolio Indicator				Portfolio Status									
Pays As Agreed		Installment				Time Share Loan				Joint Account																	
ADDITIONAL INFORMATION:																											
Closed or Paid Account/Zero Balance																											

70. The reporting of the Tammac trade line is patently inaccurate, incomplete, and creates a materially misleading impression that Charles is still obligated to pay a scheduled monthly payment.

71. On November 25, 2018, Equifax responded to Sandra's dispute without correcting the disputed accounts, as follows:

72. Sandra discovered that Equifax continued to report the BMO Harris account, as follows:

>>> The information you disputed has been updated as well as other information on this item. Account # - 610028* The results are: We verified that this item belongs to you. This account has been updated. Additional information has been provided from the original source regarding this item. THE FOLLOWING FIELDS HAVE BEEN MODIFIED: *ADDITIONAL INFORMATION. If you have additional questions about this item please contact: **Bmo Harris Bank N.A, 200 W Monroe St FL 19, Chicago IL 60606-5075**

Bmo Harris Bank N.A.														Attn Central Loan Utility PO Box 755 Chicago IL 60690-0755 : (312) 461-7117													
Account Number		Date Opened		High Credit		Credit Limit		Terms Duration		Terms Frequency		Months Fled		Activity Designator		Creditor Classification											
610028*		01/01/2008		\$0		\$0						63															
Items As of Date Reported		Balance Amount		Amount Past Due		Date of Last Payment		Actual Payment Amount		Scheduled Payment Amount		Date of 1st Delinquency		Date of Last Activity		Date Mtd. Del. 1st Rptd		Charge Off Amount		Deferred Pay Start Date		Balloon Pay Amount		Balloon Pay Date		Date Closed	
07/31/2013		\$0		\$0		07/2013		\$0		\$0		07/2013		07/2013		07/2013		\$0				\$0					
Status		Type of Account				Type of Loan				Whose Account				Portfolio Indicator				Portfolio Status									
Included In Wage Earner Plan						Second Mortgage				Joint Account																	
ADDITIONAL INFORMATION:																											
Bankruptcy Chapter 13																											
Bankruptcy Completed																											
Consumer Disputes - Reinvestigation in Process																											

73. The reporting of the BMO Harris trade line is patently inaccurate, incomplete, and creates a materially misleading impression that there has been no activity on the account since July 2013, that Sandra has not made a payment since July 2013 and that she was delinquent on monthly payments since July 2013.

74. Sandra discovered that Equifax continued to report the Nationstar account, as follows:

>>> **We have researched the credit account. Account # - 61702* The results are:** We have verified that this item has been reported correctly. If you have documents that release you from this obligation, please forward a copy to us. THE FOLLOWING FIELDS HAVE BEEN MODIFIED: *ADDITIONAL INFORMATION. If you have additional questions about this item please contact: **Nationstar Mortgage, PO Box 199111, Dallas TX 75219-9111**

Nationstar DBA Mr Cooper, PO Box 199111 Dallas TX 75219-9111																											
Account Number	61702*	Date Opened	09/01/2005	High Credit	\$0	Credit Limit	\$0	Terms Duration		Terms Frequency		Months Revd	16	Activity Designator		Creditor Classification											
Items As of Date Reported	07/31/2013	Balance Amount	\$0	Amount Past Due	\$0	Date of Last Payment	07/2013	Actual Payment Amount	\$0	Scheduled Payment Amount	\$0	Date of 1st Delinquency	07/2013	Date of Last Activity	07/2013	Date of Last Activity	07/2013	Charge Off Amount	\$0	Deferred Pay Start Date		Balloon Pay Amount	\$0	Balloon Pay Date		Date Closed	
Status	Included In Wage Earner Plan	Type of Account	Conventional Re Mortgage			Whose Account	Joint Account			Portfolio Indicator		Portfolio Status															
ADDITIONAL INFORMATION:																											
Bankruptcy Chapter 13																											
Bankruptcy Completed																											
Consumer Disputes - Reinvestigation in Process																											

75. The reporting of the Nationstar trade line is patently inaccurate, incomplete, and creates a materially misleading impression that there has been no activity on the account since July 2013, that Sandra has not made a payment since July 2013, that she has been delinquent on monthly payments since July 2013, that there is no balance amount, that there is no scheduled payment amount and that the account was included in Plaintiffs' Chapter 13 Plan.

76. Sandra discovered that Equifax continued to report the AHFC account, as follows:

>>> **We have researched the credit account. Account # - 9315* The results are:** We verified that this item belongs to you. If you have additional questions about this item please contact: **American Honda Finance, 2170 Point Blvd Ste 100, Elgin IL 60123-7875 Phone: (800) 542-0029**

American Honda Finance 2170 Point Blvd Ste 100 Elgin IL 60123-7875 : (800) 542-0029

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification					
9315*	03/02/2007	\$26,400	\$0	48M	Monthly	75	Paid and Closed						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Mat. Del. 1st Pld	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
11/29/2018	\$0	\$0	02/2011	\$0	\$550		02/2011		\$0		\$0		02/2011
Status	Type of Account	Type of Loan	Whose Account	Portfolio Indicator	Portfolio Status								
Pays As Agreed	Installment	Auto Lease	Joint Account										

ADDITIONAL INFORMATION:

Closed or Paid Account/Zero Balance

77. The reporting of the AHFC trade line is patently inaccurate, incomplete, and creates a materially misleading impression that Sandra is still obligated to pay a scheduled monthly payment.

78. Sandra discovered that Equifax continued to report the LAFS account, as follows:

>>> The information you disputed has been verified as accurate, however, information unrelated to your dispute has been updated. Account # - 4271*
The results are: We verified that this item belongs to you. This account has been updated. Additional information has been provided from the original source regarding this item. THE FOLLOWING FIELDS HAVE BEEN MODIFIED: *TERMS DURATION. If you have additional questions about this item please contact: Lincoln Automotive Financi, PO Box 542000, OMAHA NE 68154-8000 Phone: (877) 727-7000

Lincoln Automotive Financial PO Box 542000 Omaha NE 68154-8000 : (800) 727-7000													
Account Number	Date Opened		High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification				
4271*	07/07/2007		\$18,316	\$0		Monthly	50	Paid and Closed					
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Mis. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
11/29/2018	\$0	\$0	07/2012	\$698	\$345		07/2012		\$0		\$0		07/2012
Status	Type of Account		Type of Loan		Whose Account			Portfolio Indicator		Portfolio Status			
Pays As Agreed	Installment		Auto		Joint Account								
ADDITIONAL INFORMATION:													
Closed or Paid Account/Zero Balance													
Auto													
Fixed Rate													

79. The reporting of the LAFS trade line is patently inaccurate, incomplete, and creates a materially misleading impression that Sandra is still obligated to pay a scheduled monthly payment.

80. Sandra discovered that Equifax continued to report the Tammac account, as follows:

TAMMAC Financial Corporation 100 Commerce Blvd Wilkes Barre PA 18702-6832 : (717) 326-0521													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification					
13700*	02/09/2006	\$13,600	\$0	72M	Monthly	72	Paid and Closed	Financial					
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Mis. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
11/29/2018	\$0	\$0	02/2012	\$355	\$255		02/2012		\$0		\$0		02/2012
Status	Type of Account	Type of Loan	Whose Account	Portfolio Indicator	Portfolio Status								
Pays As Agreed	Installment	Time Share Loan	Joint Account	Original Creditor	TAMMAC HOLDINGS CORP								
ADDITIONAL INFORMATION:													
Closed or Paid Account/Zero Balance													

81. The reporting of the Tammac trade line is patently inaccurate, incomplete, and creates a materially misleading impression that Sandra is still obligated to pay a scheduled monthly payment.

Wells Fargo's Failure to Correct Inaccurate Reporting in Sandra's Credit Files

82. On November 27, 2018, Experian responded to Sandra's dispute, as follows:

83. Sandra discovered that the Wells Fargo account continued to report as follows:

WF/FOUR SN Partial account # 470500019009....

PO BOX 14517, DES MOINES, IA 50306 or 8773026157

Date opened
Dec 2011
Address ID #
0116415045
Type
Credit card
Responsibility
Individual

First reported
Nov 2011
Terms
Not reported
Monthly payment
Not reported
Credit limit or original amount
\$6,200
High balance
\$3,210

Recent balance
Not reported
Status
Discharged through
Bankruptcy Chapter
13/Never late.
This account is
scheduled to continue on
record until Aug 2025.
This item was updated
from our processing of
your dispute in Nov 2018.
Account History
Debt included in Chapter
13 Bankruptcy on Aug
02, 2018.
Date of Status
Aug 2018

Payment history

JanFebMarAprMayJunJulAugSepOctNovDec

2013OKOKOKOKOKOK

2012Full Year in Good Standing

2011OKOK

Account History * (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)

	Oct18	Sep18	Sep18
AB (\$)	2,363	2,466	2,568
DPR	Oct16	Sep17	Aug16
SPA (\$)	ND	ND	ND
AAP (\$)	103	103	103

The original amount of this account was \$2,671

84. The reporting of the Wells Fargo trade line is patently inaccurate, incomplete, and creates a materially misleading impression that the last payment made was June 2013 and that there was an account balance of \$2,363 in October 2018 and an actual payment paid in the amount of \$103 on October 16, 2018.

85. On February 18, 2019, Sandra pulled her Credit Karma Credit Report in hopes that the disputed account was corrected.

86. Sandra discovered that the Wells Fargo account reported as follows:

WF/FOUR SN
470500XXXXXXXXXX

Closed

ACCOUNT DETAILS		CREDIT USAGE																																					
Account Name	WF/FOUR SN	<div style="border: 1px solid black; border-radius: 50%; width: 60px; height: 60px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">N/A</div>	Unknown Credit Usage Credit usage could not be calculated for this account because either the balance and/or credit limit were not reported.																																				
Account #	470500XXXXXXXXXX																																						
Original Creditor	-																																						
Company Sold	-																																						
Account Type	REVOLVING	CONTACT INFORMATION																																					
Date Opened	Dec 2011	PO BOX 14517 DES MOINES, IA 50306 (877) 302-6157																																					
Account Status	Closed	PAYMENT HISTORY																																					
Payment Status	Debt included in or discharged through bankruptcy chapter 13	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> 2018 <table border="1"> <tr><td>Jan</td><td>Feb</td><td>Mar</td><td>Apr</td></tr> <tr><td>May</td><td>Jun</td><td>Jul</td><td>Aug</td></tr> <tr><td>Sep</td><td>Oct</td><td>Nov</td><td>Dec</td></tr> </table> </div> <div style="text-align: center;"> 2017 <table border="1"> <tr><td>Jan</td><td>Feb</td><td>Mar</td><td>Apr</td></tr> <tr><td>May</td><td>Jun</td><td>Jul</td><td>Aug</td></tr> <tr><td>Sep</td><td>Oct</td><td>Nov</td><td>Dec</td></tr> </table> </div> <div style="text-align: center;"> 2016 <table border="1"> <tr><td>Jan</td><td>Feb</td><td>Mar</td><td>Apr</td></tr> <tr><td>May</td><td>Jun</td><td>Jul</td><td>Aug</td></tr> <tr><td>Sep</td><td>Oct</td><td>Nov</td><td>Dec</td></tr> </table> </div> </div>		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
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Status Updated	Aug 2018																																						
Balance																																							
Balance Updated	Aug 2, 2018																																						
Credit Limit	\$6,200	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> 2015 <table border="1"> <tr><td>Jan</td><td>Feb</td><td>Mar</td><td>Apr</td></tr> <tr><td>May</td><td>Jun</td><td>Jul</td><td>Aug</td></tr> <tr><td>Sep</td><td>Oct</td><td>Nov</td><td>Dec</td></tr> </table> </div> <div style="text-align: center;"> 2014 <table border="1"> <tr><td>Jan</td><td>Feb</td><td>Mar</td><td>Apr</td></tr> <tr><td>May</td><td>Jun</td><td>Jul</td><td>Aug</td></tr> <tr><td>Sep</td><td>Oct</td><td>Nov</td><td>Dec</td></tr> </table> </div> <div style="text-align: center;"> 2013 <table border="1"> <tr><td>Jan</td><td>Feb</td><td>Mar</td><td>Apr</td></tr> <tr><td>May</td><td>Jun</td><td>Jul</td><td>Aug</td></tr> <tr><td>Sep</td><td>Oct</td><td>Nov</td><td>Dec</td></tr> </table> </div> </div>		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
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May	Jun	Jul	Aug																																				
Sep	Oct	Nov	Dec																																				
Monthly Payment	-																																						
Past Due Amount	-																																						
Highest Balance	\$3,210	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> 2012 <table border="1"> <tr><td>Jan</td><td>Feb</td><td>Mar</td><td>Apr</td></tr> <tr><td>May</td><td>Jun</td><td>Jul</td><td>Aug</td></tr> <tr><td>Sep</td><td>Oct</td><td>Nov</td><td>Dec</td></tr> </table> </div> <div style="text-align: center;"> 2011 <table border="1"> <tr><td>Jan</td><td>Feb</td><td>Mar</td><td>Apr</td></tr> <tr><td>May</td><td>Jun</td><td>Jul</td><td>Aug</td></tr> <tr><td>Sep</td><td>Oct</td><td>Nov</td><td>Dec</td></tr> </table> </div> </div>		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec												
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Terms	Revolving																																						
Responsibility	Individual																																						
Your Statement	-																																						
Comments	-	<div style="display: flex; justify-content: flex-end; gap: 10px;"> <input type="checkbox"/> OK OK <input checked="" type="checkbox"/> Failed to Pay <input type="checkbox"/> Data Unavailable </div>																																					

87. The reporting of the Wells Fargo trade line is patently inaccurate, incomplete, and creates a materially misleading impression by reporting that Sandra failed to pay in August 2018, the month that Plaintiffs' Chapter 13 Discharge Order was entered.

**IMPACT OF CONTINUING
INCORRECT INFORMATION IN CHARLES'S CREDIT FILE
(BMO HARRIS, AHFC, LAFC, TAMMAC, & EQUIFAX)**

88. As of today, the erroneous reporting by Equifax of the BMO Harris Account continues to paint a false and damaging image of Plaintiff.

89. The Equifax reporting of the BMO Harris account is inaccurate, incomplete, and creates a materially misleading impression that Charles has not made a payment on the account since July 2013, which creates a materially misleading impression Charles may be responsible for some balance on the account.

90. Equifax and BMO Harris have yet to update Plaintiff's credit file to accurately reflect the subject loan account with a last payment date of July 2018, which was the final payment disbursed through Plaintiffs' Chapter 13 Plan and paid the account in full.

91. The reporting of the AHFC account is inaccurate, incomplete, and creates a materially misleading impression that Charles is still responsible for the scheduled payment amount. The AHFC account was paid as agreed and previously closed.

92. As of today, the erroneous reporting by Equifax of the AHFC account continues to paint a false and damaging image of Plaintiff. Equifax and AHFC have yet to update Plaintiff's credit file to accurately reflect the subject account with a \$0 scheduled payment amount.

93. The reporting of the LAFS account is inaccurate, incomplete, and creates a materially misleading impression that Charles is still responsible for and obligated to pay the scheduled payment amount. The LAFS account was paid as agreed and previously closed.

94. As of today, the erroneous reporting by Equifax of the LAFS account continues to paint a false and damaging image of Plaintiff. Equifax and LAFS have yet to update Plaintiff's credit file to accurately reflect the subject account with a \$0 scheduled payment amount.

95. The reporting of the Tammac account is inaccurate, incomplete, and creates a materially misleading impression that Charles is still responsible for the scheduled payment amount. The Tammac account was paid as agreed and previously closed.

96. As of today, the erroneous reporting by Equifax and Tammac continues to paint a false and damaging image of Plaintiff. Equifax and Tammac have yet to update Plaintiff's credit file to accurately reflect the subject account with a \$0 scheduled payment amount.

97. The entire experience has imposed upon Charles significant distrust, frustration, and distress.

98. The inaccurate and incomplete reporting of the BMO Harris, AHFC, LAFS and Tammac accounts continues to have adverse effects on Plaintiff's credit rating because it creates a false impression that the Plaintiff is still obligated to pay on the subject accounts.

99. As a result of the conduct, actions, and inaction of each Defendant, Plaintiff Charles F. Gilbert has suffered various types of damages as set forth herein, including specifically, the loss of credit opportunity, wasted time tracking the status of his dispute, mail expenses, and mental and emotional pain and suffering.

100. Due to the conduct of the Defendants, Plaintiff Charles F. Gilbert was forced to retain counsel to resolve the erroneous credit reporting of the BMO Harris, AHFC, LAFS and Tammac trade lines.

**IMPACT OF CONTINUING
INCORRECT INFORMATION IN SANDRA'S CREDIT FILE
(BMO HARRIS, NATIONSTAR, AHFC, LAFS, TAMMAC,
WELLS FARGO, EQUIFAX, AND TRANSUNION)**

101. As of today, the erroneous reporting by TransUnion and Equifax of the Nationstar loan account continues to paint a false and damaging image of Plaintiff.

102. The TransUnion reporting of the Nationstar loan account is inaccurate, incomplete, and creates a materially misleading impression that the terms of the loan require a payment of \$6,000 per month and that Plaintiffs' payment received on 10/03/2018 in the amount of \$3,738 was a short payment.

103. TransUnion and Nationstar have yet to update Plaintiff's credit file to accurately reflect the subject loan account with a correct monthly payment amount.

104. The Equifax reporting of the Nationstar loan account is inaccurate, incomplete, and creates a materially misleading impression that Plaintiff has not made a payment since July 2013, that she has been delinquent on monthly payments since July 2013, that there is no balance amount,

that there is no scheduled payment amount and that the account was included in Plaintiffs' Chapter 13 Plan.

105. Equifax and Nationstar has yet to update Plaintiff's credit file to accurately reflect the subject loan account is current and to accurately reflect the balance amount, scheduled payment amount and that the account was not included in Plaintiffs' Chapter 13 Plan.

106. As of today, the erroneous reporting by Equifax of the BMO Harris Account continues to paint a false and damaging image of Plaintiff.

107. The Equifax reporting of the BMO Harris account is inaccurate, incomplete, and creates a materially misleading impression that Sandra has not made a payment on the account since July 2013, which creates a materially misleading impression that Sandra may be responsible for some balance on the account.

108. Equifax and BMO Harris have yet to update Plaintiff's credit file to accurately reflect the subject account with a last payment date of July 2018, which was the final payment disbursed through Plaintiffs' Chapter 13 Plan and paid the account in full.

109. The reporting of the AHFC account is inaccurate, incomplete, and creates a materially misleading impression that Sandra is still responsible for and obligated to pay the scheduled payment amount. The AHFC account was paid as agreed and previously closed.

110. As of today, the erroneous reporting by Equifax and AHFC continues to paint a false and damaging image of Plaintiff. Equifax and AHFC have yet to update Plaintiff's credit files to accurately reflect the subject account with a \$0 scheduled payment amount.

111. The reporting of the LAFS account is inaccurate, incomplete, and creates a materially misleading impression that Sandra is still responsible for and obligated to pay the scheduled payment amount. The LAFS account was paid as agreed and previously closed.

112. As of today, the erroneous reporting by Equifax and LAFS continues to paint a false and damaging image of Plaintiff. Equifax and LAFS have yet to update Plaintiff's credit files to accurately reflect the subject account with a \$0 scheduled payment amount.

113. The reporting of the Wells Fargo account is inaccurate, incomplete, and creates a materially misleading impression that Sandra failed to pay in August 2018, the month that Plaintiffs' Chapter 13 Discharge Order was entered.

114. As of today, the erroneous reporting by Wells Fargo continues to paint a false and damaging image of Plaintiff. Wells Fargo has yet to update Plaintiff's credit file to accurately reflect the subject account was paid through Plaintiffs' Chapter 13 Plan and Discharged through the bankruptcy.

115. The entire experience has imposed upon Sandra significant distrust, frustration, and distress.

116. The inaccurate and incomplete reporting of the BMO Harris, AHFC, LAFS, Tammac and Wells Fargo accounts continues to have adverse effects on Sandra's credit rating because it creates a false impression that the Plaintiff is still obligated to pay on the subject loan accounts.

117. The inaccurate and incomplete reporting of the Nationstar loan account continues to have adverse effects on Sandra's credit rating because it creates a false impression that Plaintiff has not made a payment since July 2013, that there is no balance amount, that there is no scheduled payment amount and that the account was included in Plaintiffs' Chapter 13 Plan.

118. As a result of the conduct, actions, and inaction of each Defendant, Plaintiff Sandra D. Gilbert has suffered various types of damages as set forth herein, including specifically, the loss of credit opportunity, wasted time tracking the status of her dispute, mail expenses, and mental and emotional pain and suffering.

119. Due to the conduct of the Defendants, Plaintiff Sandra Gilbert was forced to retain counsel to resolve the erroneous credit reporting of the BMO Harris, Nationstar, AHFC, LAFS, Tammac and Wells Fargo trade lines.

COUNT I - VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

(AGAINST BMO HARRIS, N.A. – CHARLES F. GILBERT AND SANDRA D. GILBERT)

120. Plaintiffs restate and re-alleges paragraphs 1 through 119 as though fully set forth herein.

121. Each Plaintiff is a “consumer” as the term is defined under 15 U.S.C. §§1681a(c) and (b).

122. BMO Harris is a “person” as defined by 15 U.S.C. §1681a(b).

123. BMO Harris is a “furnisher of information” as defined by 15 U.S.C. §1681s-2 and a “financial institution” as defined by 15 U.S.C. §1681a(t).

124. At all times relevant, the above mentioned credit reports were “consumer reports” as that term is defined by §1681a(d).

125. BMO Harris violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation with respect to the disputed information after receiving a request for an investigation from Equifax, and Charles.

126. BMO Harris violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation with respect to the disputed information after receiving a request for an investigation from Equifax and Sandra.

127. Had BMO Harris reviewed the information provided by Equifax and Charles, it would have corrected the inaccurate designation of the BMO Harris trade line and transmitted the correct information to Equifax. Instead, BMO Harris wrongfully and erroneously verified its inaccurate reporting without conducting a reasonable investigation.

128. Had BMO Harris reviewed the information provided by Equifax Sandra, it would have corrected the inaccurate designation of the BMO Harris trade line and transmitted the correct information to Equifax. Instead, BMO Harris wrongfully and erroneously verified its inaccurate reporting without conducting a reasonable investigation.

129. BMO Harris violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the results of any reasonable investigation or reinvestigation of Charles' dispute to Equifax.

130. BMO Harris violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the results of any reasonable investigation or reinvestigation of Sandra's dispute to Equifax.

131. BMO Harris violated 15 U.S.C. §1681s-2(b)(1)(E) by failing to promptly modify, delete, or permanently block the inaccurate information in Charles' credit files. Instead, BMO Harris continued to report the inaccurate, incomplete, and misleading information in Charles' credit files after receiving Charles' detailed disputes.

132. BMO Harris violated 15 U.S.C. §1681s-2(b)(1)(E) by failing to promptly modify, delete, or permanently block the inaccurate information in Sandra's credit files. Instead, BMO Harris continued to report the inaccurate, incomplete, and misleading information in Sandra's credit files after receiving Sandra's detailed disputes.

133. BMO Harris failed to conduct a reasonable reinvestigation of its reporting of the BMO Harris trade line or delete the inaccurate reporting from Charles' credit files within 30 days of receiving notice of Plaintiff's disputes from Equifax under 15 U.S.C. §1681i(a)(1).

134. BMO Harris failed to conduct a reasonable reinvestigation of its reporting of the BMO Harris trade line or delete the inaccurate reporting from Sandra's credit files within 30 days of receiving notice of Plaintiff's disputes from Equifax under 15 U.S.C. §1681i(a)(1).

135. BMO Harris violated 15 U.S.C. §1681s-2(b)(2) by failing to take the required action with respect to Charles by the deadlines set forth in 15 U.S.C. §1681i(a)(1).

136. BMO Harris violated 15 U.S.C. §1681s-2(b)(2) by failing to take the required action with respect to Sandra by the deadlines set forth in 15 U.S.C. §1681i(a)(1).

137. Despite the blatantly obvious errors in Charles's credit files, and Charles's efforts to correct the errors, BMO Harris did not correct the errors or trade line to report accurately. Instead, BMO Harris wrongfully re-reported, furnished, and re-furnished false and erroneous and misleading information, after Charles's disputes, to one or more third parties.

138. Despite the blatantly obvious errors in Sandra's credit files, and Sandra's efforts to correct the errors, BMO Harris did not correct the errors or trade line to report accurately. Instead, BMO Harris wrongfully re-reported, furnished, and re-furnished false and erroneous and misleading information, after Sandra's disputes, to one or more third parties.

139. A reasonable investigation by BMO Harris would have confirmed the veracity of Charles's disputes, yet the inaccurate information continues to be reported in Plaintiff's Equifax credit files.

140. A reasonable investigation by BMO Harris would have confirmed the veracity of Sandra's disputes, yet the inaccurate information continues to be reported in Plaintiff's Equifax credit files.

141. Had BMO Harris taken steps to investigate Charles's valid disputes or Equifax's requests for investigation, it would have permanently corrected the erroneous credit reporting of the BMO trade line. Plaintiff provided all relevant information regarding his disputes in his requests for investigation.

142. Had BMO Harris taken steps to investigate Sandra's valid disputes or Equifax's requests for investigation, it would have permanently corrected the erroneous credit reporting of the BMO trade line. Plaintiff provided all relevant information regarding her disputes in her requests for investigation.

143. By deviating from the standards established by the mortgage servicing industry and the FCRA, BMO Harris acted with reckless and willful disregard for its duty as a furnisher to report accurate and complete consumer credit information to Equifax.

WHEREFORE, Plaintiffs, CHARLES F. GILBERT and SANDRA D. GILBERT, respectfully pray this Honorable Court for the following relief:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing BMO Harris to immediately delete the inaccurate information from each Plaintiff's credit reports and credit files;
- c. Award each Plaintiff actual damages, in an amount to be determined at trial, for each of the underlying FCRA violations;
- d. Award each Plaintiff statutory damages of \$1,000.00 for each violation of the FCRA, pursuant to 15 U.S.C. §1681n;
- e. Award each Plaintiff punitive damages, in an amount to be determined at trial, for each of the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- f. Award each Plaintiff costs and reasonable attorney fees as provided under 15 U.S.C. §1681n and 15 U.S.C. §1681o; and
- g. Award any other relief as this Honorable Court deems just and appropriate.

COUNT II - VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
(AGAINST NATIONSTAR— SANDRA D. GILBERT)

144. Plaintiff restates and re-alleges paragraphs 1 through 119 as though fully set forth herein.

145. Plaintiff is a "consumer" as the term is defined under 15 U.S.C. §§1681a(c) and (b).

146. Nationstar is a "person" as defined by 15 U.S.C. §1681a(b).

147. Nationstar is a “furnisher of information” as defined by 15 U.S.C. §1681s-2 and a “financial institution” as defined by 15 U.S.C. §1681a(t).

148. At all times relevant, the above mentioned credit reports were “consumer reports” as that term is defined by §1681a(d).

149. Nationstar violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation with respect to the disputed information after receiving a request for an investigation from Equifax, TransUnion, and Sandra.

150. Had Nationstar reviewed the information provided by Equifax, TransUnion, and Sandra, it would have corrected the inaccurate designation of the Nationstar trade line and transmitted the correct information to Equifax and TransUnion. Instead, Nationstar wrongfully and erroneously verified its inaccurate reporting without conducting a reasonable investigation.

151. Nationstar violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the results of any reasonable investigation or reinvestigation of Sandra’s dispute to Equifax and TransUnion.

152. Nationstar violated 15 U.S.C. §1681s-2(b)(1)(E) by failing to promptly modify, delete, or permanently block the inaccurate information in Sandra’s credit files. Instead, Nationstar continued to report the inaccurate, incomplete, and misleading information in Sandra’s credit files after receiving Sandra’s detailed disputes.

153. Nationstar failed to conduct a reasonable reinvestigation of its reporting of the Nationstar trade line or delete the inaccurate reporting from Sandra’s credit files within 30 days of receiving notice of Plaintiff’s disputes from Equifax and TransUnion under 15 U.S.C. §1681i(a)(1).

154. Nationstar violated 15 U.S.C. §1681s-2(b)(2) by failing to take the required action with respect to Sandra by the deadlines set forth in 15 U.S.C. §1681i(a)(1).

155. Despite the blatantly obvious errors in Sandra's credit files, and Sandra's efforts to correct the errors, Nationstar did not correct the errors or trade line to report accurately. Instead, Nationstar wrongfully re-reported, furnished, and re-furnished false and erroneous and misleading information, after Sandra's disputes, to one or more third parties.

156. A reasonable investigation by Nationstar would have confirmed the veracity of Sandra's disputes, yet the inaccurate information continues to be reported in Plaintiff's Equifax and TransUnion credit files.

157. Had Nationstar taken steps to investigate Sandra's valid disputes or Equifax and TransUnion's requests for investigation, it would have permanently corrected the erroneous credit reporting of the Nationstar trade line. Plaintiff provided all relevant information regarding her disputes in her requests for investigation.

158. By deviating from the standards established by the mortgage servicing industry and the FCRA, Nationstar acted with reckless and willful disregard for its duty as a furnisher to report accurate and complete consumer credit information to Equifax and TransUnion.

WHEREFORE, Plaintiff, SANDRA D. GILBERT, respectfully prays this Honorable Court for the following relief:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing Nationstar to immediately delete the inaccurate information from each Plaintiff's credit reports and credit files;
- c. Award Plaintiff actual damages, in an amount to be determined at trial, for each of the underlying FCRA violations;
- d. Award Plaintiff statutory damages of \$1,000.00 for each violation of the FCRA, pursuant to 15 U.S.C. §1681n;
- e. Award Plaintiff punitive damages, in an amount to be determined at trial, for each of the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;

- f. Award Plaintiff costs and reasonable attorney fees as provided under 15 U.S.C. §1681n and 15 U.S.C. §1681o; and
- g. Award any other relief as this Honorable Court deems just and appropriate.

COUNT III - VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

(AGAINST AMERICAN HONDA FINANCE CORPORATION –
CHARLES F. GILBERT AND SANDRA D. GILBERT)

159. Plaintiffs restate and re-allege paragraphs 1 through 119 as though fully set forth herein.
160. Each Plaintiff is a “consumer” as the term is defined under 15 U.S.C. §§1681a(c) and (b).
161. AHFC is a “person” as defined by 15 U.S.C. §1681a(b).
162. AHFC is a “furnisher of information” as defined by 15 U.S.C. §1681s-2 and a “financial institution” as defined by 15 U.S.C. §1681a(t).
163. At all times relevant, the above mentioned credit reports were “consumer reports” as that term is defined by §1681a(d).
164. AHFC violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation with respect to the disputed information after receiving a request for an investigation from Equifax and Charles.
165. AHFC violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation with respect to the disputed information after receiving a request for an investigation from Equifax and Sandra.
166. Had AHFC reviewed the information provided by Equifax and Charles, it would have corrected the inaccurate designation of the AHFC trade line and transmitted the correct information to Equifax. Instead, AHFC wrongfully and erroneously verified its inaccurate reporting without conducting a reasonable investigation.

167. Had AHFC reviewed the information provided by Equifax and Sandra, it would have corrected the inaccurate designation of the AHFC trade line and transmitted the correct information to Equifax. Instead, AHFC wrongfully and erroneously verified its inaccurate reporting without conducting a reasonable investigation.

168. AHFC violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the results of any reasonable investigation or reinvestigation of Charles's dispute to Equifax.

169. AHFC violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the results of any reasonable investigation or reinvestigation of Sandra's dispute to Equifax.

170. AHFC violated 15 U.S.C. §1681s-2(b)(1)(E) by failing to promptly modify, delete, or permanently block the inaccurate information in Charles's credit files. Instead, AHFC continued to report the inaccurate, incomplete, and misleading information in Charles's credit files after receiving Charles' detailed disputes.

171. AHFC violated 15 U.S.C. §1681s-2(b)(1)(E) by failing to promptly modify, delete, or permanently block the inaccurate information in Sandra's credit files. Instead, AHFC continued to report the inaccurate, incomplete, and misleading information in Sandra's credit files after receiving Sandra's detailed disputes.

172. AHFC failed to conduct a reasonable reinvestigation of its reporting of the AHFC trade line or delete the inaccurate reporting from Charles's credit files within 30 days of receiving notice of Plaintiff's disputes from Equifax under 15 U.S.C. §1681i(a)(1).

173. AHFC failed to conduct a reasonable reinvestigation of its reporting of the AHFC trade line or delete the inaccurate reporting from Sandra's credit files within 30 days of receiving notice of Plaintiff's disputes from Equifax under 15 U.S.C. §1681i(a)(1).

174. AHFC violated 15 U.S.C. §1681s-2(b)(2) by failing to take the required action with respect to Charles by the deadlines set forth in 15 U.S.C. §1681i(a)(1).

175. AHFC violated 15 U.S.C. §1681s-2(b)(2) by failing to take the required action with respect to Sandra by the deadlines set forth in 15 U.S.C. §1681i(a)(1).

176. Despite the blatantly obvious errors in Charles's credit files, and Charles's efforts to correct the errors, AHFC did not correct the errors or trade line to report accurately. Instead, AHFC wrongfully re-reported, furnished, and re-furnished false and erroneous and misleading information, after Charles' disputes, to one or more third parties.

177. Despite the blatantly obvious errors in Sandra's credit files, and Sandra's efforts to correct the errors, AHFC did not correct the errors or trade line to report accurately. Instead, AHFC wrongfully re-reported, furnished, and re-furnished false and erroneous and misleading information, after Sandra's disputes, to one or more third parties.

178. A reasonable investigation by AHFC would have confirmed the veracity of Charles's disputes, yet the inaccurate information continues to be reported in Plaintiff's Equifax credit files.

179. A reasonable investigation by AHFC would have confirmed the veracity of Sandra's disputes, yet the inaccurate information continues to be reported in Plaintiff's Equifax credit files.

180. Had AHFC taken steps to investigate Charles's valid disputes or Equifax's requests for investigation, it would have permanently corrected the erroneous credit reporting of the AHFC trade line. Plaintiff provided all relevant information regarding his disputes in his requests for investigation.

181. Had AHFC taken steps to investigate Sandra's valid disputes or Equifax's requests for investigation, it would have permanently corrected the erroneous credit reporting of the AHFC

trade line. Plaintiff provided all relevant information regarding her disputes in her requests for investigation.

182. By deviating from the standards established by the lending industry and the FCRA, AHFC acted with reckless and willful disregard for its duty as a furnisher to report accurate and complete consumer credit information to Equifax.

WHEREFORE, Plaintiffs, CHARLES F. GILBERT and SANDRA D. GILBERT, each respectfully pray this Honorable Court for the following relief:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing AHFC to immediately delete the inaccurate information from each Plaintiff's credit reports and credit files;
- c. Award each Plaintiff actual damages, in an amount to be determined at trial, for each of the underlying FCRA violations;
- d. Award each Plaintiff statutory damages of \$1,000.00 for each violation of the FCRA, pursuant to 15 U.S.C. §1681n;
- e. Award each Plaintiff punitive damages, in an amount to be determined at trial, for each of the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- f. Award each Plaintiff costs and reasonable attorney fees as provided under 15 U.S.C. §1681n and 15 U.S.C. §1681o; and
- g. Award any other relief as this Honorable Court deems just and appropriate.

COUNT IV - VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

(AGAINST FORD MOTOR CREDIT COMPANY LLC, D/B/A
LINCOLN AUTOMOTIVE FINANCIAL SERVICES -
CHARLES F. GILBERT AND SANDRA D. GILBERT)

183. Plaintiffs restate and re-allege paragraphs 1 through 119 as though fully set forth herein.

184. Each Plaintiff is a "consumer" as the term is defined under 15 U.S.C. §§1681a(c) and (b).

185. LAFS is a “person” as defined by 15 U.S.C. §1681a(b).

186. LAFS is a “furnisher of information” as defined by 15 U.S.C. §1681s-2 and a “financial institution” as defined by 15 U.S.C. §1681a(t).

187. At all times relevant, the above mentioned credit reports were “consumer reports” as that term is defined by §1681a(d).

188. LAFS violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation with respect to the disputed information after receiving a request for an investigation from Equifax and Charles.

189. LAFS violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation with respect to the disputed information after receiving a request for an investigation from Equifax and Sandra.

190. Had LAFS reviewed the information provided by Equifax and Charles, it would have corrected the inaccurate designation of the LAFS trade line and transmitted the correct information to Equifax. Instead, LAFS wrongfully and erroneously verified its inaccurate reporting without conducting a reasonable investigation.

191. Had LAFS reviewed the information provided by Equifax and Sandra, it would have corrected the inaccurate designation of the LAFS trade line and transmitted the correct information to Equifax. Instead, LAFS wrongfully and erroneously verified its inaccurate reporting without conducting a reasonable investigation.

192. LAFS violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the results of any reasonable investigation or reinvestigation of Charles’s dispute to Equifax.

193. LAFS violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the results of any reasonable investigation or reinvestigation of Sandra’s dispute to Equifax.

194. LAFS violated 15 U.S.C. §1681s-2(b)(1)(E) by failing to promptly modify, delete, or permanently block the inaccurate information in Charles's credit files. Instead, LAFS continued to report the inaccurate, incomplete, and misleading information in Charles's credit files after receiving Charles' detailed disputes.

195. LAFS violated 15 U.S.C. §1681s-2(b)(1)(E) by failing to promptly modify, delete, or permanently block the inaccurate information in Sandra's credit files. Instead, LAFS continued to report the inaccurate, incomplete, and misleading information in Sandra's credit files after receiving Sandra's detailed disputes.

196. LAFS failed to conduct a reasonable reinvestigation of its reporting of LAFS trade line or delete the inaccurate reporting from Charles's credit files within 30 days of receiving notice of Plaintiff's disputes from Equifax under 15 U.S.C. §1681i(a)(1).

197. LAFS failed to conduct a reasonable reinvestigation of its reporting of the LAFS trade line or delete the inaccurate reporting from Sandra's credit files within 30 days of receiving notice of Plaintiff's disputes from Equifax under 15 U.S.C. §1681i(a)(1).

198. LAFS violated 15 U.S.C. §1681s-2(b)(2) by failing to take the required action with respect to Charles by the deadlines set forth in 15 U.S.C. §1681i(a)(1).

199. LAFS violated 15 U.S.C. §1681s-2(b)(2) by failing to take the required action with respect to Sandra by the deadlines set forth in 15 U.S.C. §1681i(a)(1).

200. Despite the blatantly obvious errors in Charles's credit files, and Charles's efforts to correct the errors, LAFS did not correct the errors or trade line to report accurately. Instead, LAFS wrongfully re-reported, furnished, and re-furnished false and erroneous and misleading information, after Charles's disputes, to one or more third parties.

201. Despite the blatantly obvious errors in Sandra's credit files, and Sandra's efforts to correct the errors, LAFS did not correct the errors or trade line to report accurately. Instead, LAFS wrongfully re-reported, furnished, and re-furnished false and erroneous and misleading information, after Sandra's disputes, to one or more third parties.

202. A reasonable investigation by LAFS would have confirmed the veracity of Charles's disputes, yet the inaccurate information continues to be reported in Plaintiff's Equifax credit files.

203. A reasonable investigation by LAFS would have confirmed the veracity of Sandra's disputes, yet the inaccurate information continues to be reported in Plaintiff's Equifax credit files.

204. Had LAFS taken steps to investigate Charles's valid disputes or Equifax's requests for investigation, it would have permanently corrected the erroneous credit reporting of the LAFS trade line. Plaintiff provided all relevant information regarding his disputes in his requests for investigation.

205. Had LAFS taken steps to investigate Sandra's valid disputes or Equifax's requests for investigation, it would have permanently corrected the erroneous credit reporting of LAFS trade line. Plaintiff provided all relevant information regarding her disputes in her requests for investigation.

206. By deviating from the standards established by the lending industry and the FCRA, LAFS acted with reckless and willful disregard for its duty as a furnisher to report accurate and complete consumer credit information to Equifax.

WHEREFORE, Plaintiffs, CHARLES F. GILBERT and SANDRA D. GILBERT, each respectfully pray this Honorable Court for the following relief:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing LAFS to immediately delete the inaccurate information from each Plaintiff's credit reports and credit files;

- c. Award each Plaintiff actual damages, in an amount to be determined at trial, for each of the underlying FCRA violations;
- d. Award each Plaintiff statutory damages of \$1,000.00 for each violation of the FCRA, pursuant to 15 U.S.C. §1681n;
- e. Award each Plaintiff punitive damages, in an amount to be determined at trial, for each of the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- f. Award each Plaintiff costs and reasonable attorney fees as provided under 15 U.S.C. §1681n and 15 U.S.C. §1681o; and
- g. Award any other relief as this Honorable Court deems just and appropriate.

COUNT V - VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
(AGAINST TAMMAC HOLDINGS CORPORATION, D/B/A TAMMAC FINANCIAL –
CHARLES F. GILBERT AND SANDRA D. GILBERT)

207. Plaintiffs restate and re-allege paragraphs 1 through 119 as though fully set forth herein.
208. Each Plaintiff is a “consumer” as the term is defined under 15 U.S.C. §§1681a(c) and (b).
209. Tammac is a “person” as defined by 15 U.S.C. §1681a(b).
210. Tammac is a “furnisher of information” as defined by 15 U.S.C. §1681s-2 and a “financial institution” as defined by 15 U.S.C. §1681a(t).
211. At all times relevant, the above mentioned credit reports were “consumer reports” as that term is defined by §1681a(d).
212. Tammac violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation with respect to the disputed information after receiving a request for an investigation from Equifax and Charles.
213. Tammac violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation with respect to the disputed information after receiving a request for an investigation from Equifax and Sandra.

214. Had Tammac reviewed the information provided by Equifax and Charles, it would have corrected the inaccurate designation of the Tammac trade line and transmitted the correct information to Equifax. Instead, Tammac wrongfully and erroneously verified its inaccurate reporting without conducting a reasonable investigation.

215. Had Tammac reviewed the information provided by Equifax and Sandra, it would have corrected the inaccurate designation of the Tammac trade line and transmitted the correct information to Equifax. Instead, Tammac wrongfully and erroneously verified its inaccurate reporting without conducting a reasonable investigation.

216. Tammac violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the results of any reasonable investigation or reinvestigation of Charles's dispute to Equifax.

217. Tammac violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the results of any reasonable investigation or reinvestigation of Sandra's dispute to Equifax.

218. Tammac violated 15 U.S.C. §1681s-2(b)(1)(E) by failing to promptly modify, delete, or permanently block the inaccurate information in Charles's credit files. Instead, Tammac continued to report the inaccurate, incomplete, and misleading information in Charles's credit files after receiving Charles' detailed disputes.

219. Tammac violated 15 U.S.C. §1681s-2(b)(1)(E) by failing to promptly modify, delete, or permanently block the inaccurate information in Sandra's credit files. Instead, Tammac continued to report the inaccurate, incomplete, and misleading information in Sandra's credit files after receiving Sandra's detailed disputes.

220. Tammac failed to conduct a reasonable reinvestigation of its reporting of the Tammac trade line or delete the inaccurate reporting from Charles's credit files within 30 days of receiving notice of Plaintiff's disputes from Equifax under 15 U.S.C. §1681i(a)(1).

221. Tammac failed to conduct a reasonable reinvestigation of its reporting of the Tammac or delete the inaccurate reporting from Sandra's credit files within 30 days of receiving notice of Plaintiff's disputes from Equifax under 15 U.S.C. §1681i(a)(1).

222. Tammac violated 15 U.S.C. §1681s-2(b)(2) by failing to take the required action with respect to Charles by the deadlines set forth in 15 U.S.C. §1681i(a)(1).

223. Tammac violated 15 U.S.C. §1681s-2(b)(2) by failing to take the required action with respect to Sandra by the deadlines set forth in 15 U.S.C. §1681i(a)(1).

224. Despite the blatantly obvious errors in Charles's credit files, and Charles's efforts to correct the errors, Tammac did not correct the errors or trade line to report accurately. Instead, Tammac wrongfully re-reported, furnished, and re-furnished false and erroneous and misleading information, after Charles's disputes, to one or more third parties.

225. Despite the blatantly obvious errors in Sandra's credit files, and Sandra's efforts to correct the errors, Tammac did not correct the errors or trade line to report accurately. Instead, Tammac wrongfully re-reported, furnished, and re-furnished false and erroneous and misleading information, after Sandra's disputes, to one or more third parties.

226. A reasonable investigation by Tammac would have confirmed the veracity of Charles's disputes, yet the inaccurate information continues to be reported in Plaintiff's Equifax credit files.

227. A reasonable investigation by Tammac would have confirmed the veracity of Sandra's disputes, yet the inaccurate information continues to be reported in Plaintiff's Equifax credit files.

228. Had Tammac taken steps to investigate Charles's valid disputes or Equifax's requests for investigation, it would have permanently corrected the erroneous credit reporting of Tammac trade line. Plaintiff provided all relevant information regarding his disputes in his requests for investigation.

229. Had Tammac taken steps to investigate Sandra's valid disputes or Equifax's requests for investigation, it would have permanently corrected the erroneous credit reporting of the Tammac trade line. Plaintiff provided all relevant information regarding her disputes in her requests for investigation.

230. By deviating from the standards established by the lending industry and the FCRA, Tammac acted with reckless and willful disregard for its duty as a furnisher to report accurate and complete consumer credit information to Equifax.

WHEREFORE, Plaintiffs, CHARLES F. GILBERT and SANDRA D. GILBERT, each respectfully pray this Honorable Court for the following relief:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing Tammac to immediately delete the inaccurate information from each Plaintiff's credit reports and credit files;
- c. Award each Plaintiff actual damages, in an amount to be determined at trial, for each of the underlying FCRA violations;
- d. Award each Plaintiff statutory damages of \$1,000.00 for each violation of the FCRA, pursuant to 15 U.S.C. §1681n;
- e. Award each Plaintiff punitive damages, in an amount to be determined at trial, for each of the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- f. Award each Plaintiff costs and reasonable attorney fees as provided under 15 U.S.C. §1681n and 15 U.S.C. §1681o; and
- g. Award any other relief as this Honorable Court deems just and appropriate.

COUNT VI - VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
(AGAINST WELLS FARGO BANK, N.A. - SANDRA D. GILBERT)

231. Plaintiff restates and re-alleges paragraphs 1 through 119 as though fully set forth herein.

232. Plaintiff is a "consumer" as the term is defined under 15 U.S.C. §§1681a(c) and (b).

233. Wells Fargo is a "person" as defined by 15 U.S.C. §1681a(b).

234. Wells Fargo is a “furnisher of information” as defined by 15 U.S.C. §1681s-2 and a “financial institution” as defined by 15 U.S.C. §1681a(t).

235. At all times relevant, the above mentioned credit reports were “consumer reports” as that term is defined by §1681a(d).

236. Wells Fargo violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation with respect to the disputed information after receiving a request for an investigation from Experian and Sandra.

237. Had Wells Fargo reviewed the information provided by Experian and Sandra, it would have corrected the inaccurate designation of the Wells Fargo trade line and transmitted the correct information to Experian. Instead, Wells Fargo wrongfully and erroneously verified its inaccurate reporting without conducting a reasonable investigation.

238. Wells Fargo violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the results of any reasonable investigation or reinvestigation of Sandra’s dispute to Experian.

239. Wells Fargo violated 15 U.S.C. §1681s-2(b)(1)(E) by failing to promptly modify, delete, or permanently block the inaccurate information in Sandra’s credit files. Instead, Wells Fargo continued to report the inaccurate, incomplete, and misleading information in Sandra’s credit files after receiving Sandra’s detailed disputes.

240. Wells Fargo failed to conduct a reasonable reinvestigation of its reporting of the Wells Fargo trade line or delete the inaccurate reporting from Sandra’s credit files within 30 days of receiving notice of Plaintiff’s disputes from Experian under 15 U.S.C. §1681i(a)(1).

241. Wells Fargo violated 15 U.S.C. §1681s-2(b)(2) by failing to take the required action with respect to Sandra by the deadlines set forth in 15 U.S.C. §1681i(a)(1).

242. Despite the blatantly obvious errors in Sandra's credit files, and Sandra's efforts to correct the errors, Wells Fargo did not correct the errors or trade line to report accurately. Instead, Wells Fargo wrongfully re-reported, furnished, and re-furnished false and erroneous and misleading information, after Sandra's disputes, to one or more third parties.

243. A reasonable investigation by Wells Fargo would have confirmed the veracity of Sandra's disputes, yet the inaccurate information continues to be reported in Plaintiff's Experian credit file.

244. Had Wells Fargo taken steps to investigate Sandra's valid disputes or Experian's requests for investigation, it would have permanently corrected the erroneous credit reporting of the Wells Fargo trade line. Plaintiff provided all relevant information regarding her disputes in her requests for investigation.

245. By deviating from the standards established by the mortgage servicing industry and the FCRA, Wells Fargo acted with reckless and willful disregard for its duty as a furnisher to report accurate and complete consumer credit information to Experian.

WHEREFORE, Plaintiff, SANDRA D. GILBERT, respectfully prays this Honorable Court for the following relief:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing Wells Fargo to immediately delete the inaccurate information from each Plaintiff's credit reports and credit files;
- c. Award Plaintiff actual damages, in an amount to be determined at trial, for each of the underlying FCRA violations;
- d. Award Plaintiff statutory damages of \$1,000.00 for each violation of the FCRA, pursuant to 15 U.S.C. §1681n;
- e. Award Plaintiff punitive damages, in an amount to be determined at trial, for each of the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;

- f. Award Plaintiff costs and reasonable attorney fees as provided under 15 U.S.C. §1681n and 15 U.S.C. §1681o; and

Award any other relief as this Honorable Court deems just and appropriate.

COUNT VII - VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
(AGAINST TRANSUNION –SANDRA D. GILBERT)

246. Plaintiff restates and re-alleges paragraphs 1 through 119 as though fully set forth herein.

247. TransUnion is a “consumer reporting agency” as defined by 15 U.S.C. §1681a(f).

248. TransUnion is a “consumer reporting agency that compiles and maintains files on consumers on a nationwide basis” as defined by 15 U.S.C. §1681a(p).

249. At all times relevant, the above mentioned credit reports were “consumer reports” as that term is defined by §1681a(d).

250. If a consumer notifies a credit reporting agency of a dispute concerning the accuracy of any item of credit information, the FCRA requires the credit reporting agency to reinvestigate free of charge and record the current status of the disputed information or delete the item within 30 days of receiving the dispute. 15 U.S.C. §1681i(a)(1)(A).

251. Sandra provided TransUnion with all relevant information in her requests for investigation and reinvestigation to reflect that the subject loan account was open and that she made all mortgage loan payments to Nationstar as agreed and outside her Chapter 13 Plan, and the account was current.

252. TransUnion prepared Sandra’s consumer reports containing inaccurate, incomplete, and materially misleading information by reporting the Nationstar trade line with erroneous information as described above, when, in fact, the subject loan was open, paid as agreed, and current.

253. TransUnion violated 15 U.S.C. §1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in preparation of the consumer reports it furnished and refurnished as they related to Plaintiff. TransUnion prepared patently false, incomplete, and a materially misleading consumer reports concerning each Plaintiff. After Plaintiff's written detailed dispute, TransUnion had actual knowledge that Plaintiff paid the account as agreed and the account was current. Nonetheless, TransUnion wrongfully reported the account with the incorrect monthly payment which gives the impression that Plaintiff's last payment received was a short payment.

254. TransUnion violated 15 U.S.C. §1681i(a)(1) by failing to conduct a reasonable investigation to determine whether the disputed information was accurate and to then subsequently correct the information in Plaintiff's credit file.

255. TransUnion violated 15 U.S.C. §1681i(a)(2) by failing to provide notification of Sandra's dispute to Nationstar. Upon information and belief, TransUnion failed to include all relevant information as part of the notice to Nationstar regarding Sandra's dispute that TransUnion received from Plaintiff.

256. TransUnion violated 15 U.S.C. §1681i(a)(4) by failing to review and consider all relevant information that it received from Sandra and Nationstar.

257. TransUnion violated 15 U.S.C. §1681i(a)(5) by failing to delete or modify the incorrect information that was the subject of Plaintiff's disputes.

258. TransUnion violated 15 U.S.C. §1681i(a)(5)(B) by reporting disputed information without certification from Nationstar that the information was complete and accurate, and without sending notice of the re-reporting to Sandra.

259. TransUnion knew that the inaccurate designation of the Nationstar trade line on Plaintiff's consumer report as having a higher monthly payment than the actual payment and reporting the last payment received as considerably less than the inaccurate monthly payment amount reported would have a significant adverse effect on Plaintiff's credit worthiness.

260. Despite actual knowledge that Plaintiff's credit file contained erroneous information, TransUnion readily sold Plaintiff's inaccurate, incomplete, and misleading report to one or more third parties, thereby misrepresenting facts about Plaintiff and, ultimately, Plaintiff's creditworthiness.

261. The FCRA requires that the credit reporting industry implement procedures and systems to promote accurate credit reporting.

262. By deviating from the standards established by the credit reporting industry and the FCRA, TransUnion acted with reckless disregard for its duties to report accurate and complete consumer credit information.

263. It is TransUnion's regular business practice to continually report disputed information without taking the required investigatory steps to meaningfully verify such information as accurate.

264. TransUnion's non-compliance with the requirements of the FCRA is indicative of the reckless, willful, and wanton nature of its conduct in maintaining Plaintiff's consumer files and reporting Plaintiff's credit information.

265. TransUnion's pattern of refusal to correct patently false information as mandated by the FCRA reveals a conscious disregard of the rights of Plaintiff.

WHEREFORE, Plaintiff, SANDRA D. GILBERT, respectfully prays this Honorable Court for the following relief:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing TransUnion to immediately correct the inaccurate information on Plaintiff's credit reports and credit files;
- c. Award Plaintiff actual damages, in an amount to be determined at trial, for each of the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- d. Award Plaintiff statutory damages of \$1,000.00 for each of the underlying FCRA violations, pursuant to 15 U.S.C. §1681n;
- e. Award Plaintiff punitive damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n;
- f. Award Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. §1681n(3) and 15 U.S.C. §1681o(2); and
- g. Award any other relief as this Honorable Court deems just and appropriate.

COUNT VIII - VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
(AGAINST EQUIFAX – CHARLES F. GILBERT AND SANDRA D. GILBERT)

266. Plaintiffs restate and re-allege paragraphs 1 through 119 as though fully set forth herein.
267. Equifax is a “consumer reporting agency” as defined by 15 U.S.C. §1681a(f).
268. Equifax is a “consumer reporting agency that compiles and maintains files on consumers on a nationwide basis” as defined by 15 U.S.C. §1681a(p).
269. At all times relevant, the above mentioned credit reports were “consumer reports” as that term is defined by §1681a(d).
270. If a consumer notifies a credit reporting agency of a dispute concerning the accuracy of any item of credit information, the FCRA requires the credit reporting agency to reinvestigate free of charge and record the current status of the disputed information or delete the item within 30 days of receiving the dispute. 15 U.S.C. §1681i(a)(1)(A).
271. Charles provided Equifax with all relevant information in his requests for investigation and reinvestigation to reflect that he paid off the BMO, AHFC, LAFS and Tammac accounts.

272. Sandra provided Equifax with all relevant information in her requests for investigation and reinvestigation to reflect that she paid off the BMO, AHFC, LAFS and Tammac accounts.

273. Sandra provided Equifax with all relevant information in her requests for investigation and reinvestigation to reflect that the loan account is open, has a balance amount, has an actual payment amount, at all times has been paid as agreed and is current with all payments made directly to Nationstar, and was not included in Plaintiffs' Chapter 13 Plan.

274. Equifax prepared Charles's consumer reports containing inaccurate, incomplete, and materially misleading information by reporting the BMO, AHFC, LAFS and Tammac trade lines with erroneous information as described above, when, in fact, the subject accounts were paid as agreed and previously closed, and Charles was no longer financially obligated on the subject accounts.

275. Equifax prepared Sandra's consumer reports containing inaccurate, incomplete, and materially misleading information by reporting the BMO, AHFC, LAFS and Tammac trade lines with erroneous information as described above, when, in fact, the subject accounts were paid as agreed and previously closed, and Sandra was no longer financially obligated on the subject accounts.

276. Equifax prepared Sandra's consumer reports containing inaccurate, incomplete, and materially misleading information by reporting the Nationstar trade line with erroneous information as described above, when, in fact, the subject loan is open, at all times has been paid as agreed, is current, and was not included in or paid through Plaintiffs' Chapter 13 Plan.

277. Equifax violated 15 U.S.C. §1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in preparation of the consumer reports it furnished and refurnished as they related to each Plaintiff. Equifax prepared patently false,

incomplete, and a materially misleading consumer reports concerning each Plaintiff. After Plaintiffs' written detailed disputes, Equifax had actual knowledge that Plaintiffs no longer owed any payments on the BMO, AHFC, LAFS and Tammac accounts. Nonetheless, Equifax wrongfully reported the accounts with scheduled monthly payment amounts.

278. Equifax violated 15 U.S.C. §1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in preparation of the consumer reports it furnished and refurnished as they related to Sandra. Equifax prepared patently false, incomplete, and a materially misleading consumer reports concerning Sandra. After Plaintiff's written detailed dispute, Equifax had actual knowledge that the Nationstar account was open, paid as agreed, current, and not paid through or included in Plaintiffs' Chapter 13 Plan. Nonetheless, Equifax wrongfully reported the Nationstar loan with no balance, no payment since July 2013, no scheduled monthly payment amounts, and included in Plaintiffs' Chapter 13 Plan.

279. Equifax violated 15 U.S.C. §1681i(a)(1) by failing to conduct a reasonable investigation to determine whether the disputed information was accurate and to then subsequently delete or correct the information in each Plaintiff's credit file.

280. Equifax violated 15 U.S.C. §1681i(a)(2) by failing to provide notification of Charles's dispute to BMO Harris. Upon information and belief, Equifax failed to include all relevant information as part of the notice to BMO Harris regarding Charles's dispute that Equifax received from Plaintiff.

281. Equifax violated 15 U.S.C. §1681i(a)(2) by failing to provide notification of Charles's dispute to AHFC. Upon information and belief, Equifax failed to include all relevant information as part of the notice to AHFC regarding Charles's dispute that Equifax received from Plaintiff.

282. Equifax violated 15 U.S.C. §1681i(a)(2) by failing to provide notification of Charles's dispute to LAFS. Upon information and belief, Equifax failed to include all relevant information as part of the notice to LAFS regarding Charles's dispute that Equifax received from Plaintiff.

283. Equifax violated 15 U.S.C. §1681i(a)(2) by failing to provide notification of Charles's dispute to Tammac. Upon information and belief, Equifax failed to include all relevant information as part of the notice to Tammac regarding Charles's dispute that Equifax received from Plaintiff.

284. Equifax violated 15 U.S.C. §1681i(a)(2) by failing to provide notification of Sandra's dispute to BMO Harris. Upon information and belief, Equifax failed to include all relevant information as part of the notice to BMO Harris regarding Sandra's dispute that Equifax received from Plaintiff.

285. Equifax violated 15 U.S.C. §1681i(a)(2) by failing to provide notification of Sandra's dispute to Nationstar. Upon information and belief, Equifax failed to include all relevant information as part of the notice to Nationstar regarding Sandra's dispute that Equifax received from Plaintiff.

286. Equifax violated 15 U.S.C. §1681i(a)(2) by failing to provide notification of Sandra's dispute to AHFC. Upon information and belief, Equifax failed to include all relevant information as part of the notice to AHFC regarding Sandra's dispute that Equifax received from Plaintiff.

287. Equifax violated 15 U.S.C. §1681i(a)(2) by failing to provide notification of Sandra's dispute to LAFS. Upon information and belief, Equifax failed to include all relevant information as part of the notice to LAFS regarding Sandra's dispute that Equifax received from Plaintiff.

288. Equifax violated 15 U.S.C. §1681i(a)(2) by failing to provide notification of Sandra's dispute to Tammac. Upon information and belief, Equifax failed to include all relevant information as part of the notice to Tammac regarding Sandra's dispute that Equifax received from Plaintiff.

289. Equifax violated 15 U.S.C. §1681i(a)(4) by failing to review and consider all relevant information that it received from Charles and BMO Harris.

290. Equifax violated 15 U.S.C. §1681i(a)(4) by failing to review and consider all relevant information that it received from Charles and AHFC.

291. Equifax violated 15 U.S.C. §1681i(a)(4) by failing to review and consider all relevant information that it received from Charles and LAFS.

292. Equifax violated 15 U.S.C. §1681i(a)(4) by failing to review and consider all relevant information that it received from Charles and Tammac.

293. Equifax violated 15 U.S.C. §1681i(a)(4) by failing to review and consider all relevant information that it received from Sandra and BMO Harris.

294. Equifax violated 15 U.S.C. §1681i(a)(4) by failing to review and consider all relevant information that it received from Sandra and Nationstar.

295. Equifax violated 15 U.S.C. §1681i(a)(4) by failing to review and consider all relevant information that it received from Sandra and AHFC.

296. Equifax violated 15 U.S.C. §1681i(a)(4) by failing to review and consider all relevant information that it received from Sandra and LAFS.

297. Equifax violated 15 U.S.C. §1681i(a)(4) by failing to review and consider all relevant information that it received from Sandra and Tammac.

298. Equifax violated 15 U.S.C. §1681i(a)(5) by failing to delete or modify the incorrect information that was the subject of each Plaintiff's disputes.

299. Equifax violated 15 U.S.C. §1681i(a)(5)(B) by reporting disputed information without certification from BMO Harris that the information was complete and accurate, and without sending notice of the re-reporting to Charles.

300. Equifax violated 15 U.S.C. §1681i(a)(5)(B) by reporting disputed information without certification from AHFC that the information was complete and accurate, and without sending notice of the re-reporting to Charles.

301. Equifax violated 15 U.S.C. §1681i(a)(5)(B) by reporting disputed information without certification from LAFS that the information was complete and accurate, and without sending notice of the re-reporting to Charles.

302. Equifax violated 15 U.S.C. §1681i(a)(5)(B) by reporting disputed information without certification from Tammac that the information was complete and accurate, and without sending notice of the re-reporting to Charles.

303. Equifax violated 15 U.S.C. §1681i(a)(5)(B) by reporting disputed information without certification from BMO Harris that the information was complete and accurate, and without sending notice of the re-reporting to Sandra.

304. Equifax violated 15 U.S.C. §1681i(a)(5)(B) by reporting disputed information without certification from Nationstar that the information was complete and accurate, and without sending notice of the re-reporting to Sandra.

305. Equifax violated 15 U.S.C. §1681i(a)(5)(B) by reporting disputed information without certification from AHFC that the information was complete and accurate, and without sending notice of the re-reporting to Sandra.

306. Equifax knew that the inaccurate designation of the AHFC, LAFS and Tammac trade lines on Plaintiffs' consumer reports as having scheduled payment amounts, after the loans were paid as agreed and previously closed, would have a significant adverse effect on each Plaintiff's credit worthiness.

307. Equifax knew that the inaccurate designation of the Nationstar trade line on Sandra's consumer report as having no balance, no payment since July 2013, no scheduled monthly payment amounts, and included in Plaintiffs' Chapter 13 Plan, would have a significant adverse effect on Sandra's credit worthiness.

308. Equifax knew that the inaccurate designation of the BMO Harris trade lines on Plaintiffs' consumer reports as incorrectly reporting a date of first delinquency and date of last payment, after the loan was paid through the Chapter 13 plan, would have a significant adverse effect on each Plaintiff's credit worthiness.

309. Despite actual knowledge that each Plaintiff's credit file contained erroneous information, Equifax readily sold each Plaintiffs inaccurate, incomplete, and misleading report to one or more third parties, thereby misrepresenting facts about each Plaintiff and, ultimately, each Plaintiff's creditworthiness.

310. The FCRA requires that the credit reporting industry implement procedures and systems to promote accurate credit reporting.

311. By deviating from the standards established by the credit reporting industry and the FCRA, Equifax acted with reckless disregard for its duties to report accurate and complete consumer credit information.

312. It is Equifax's regular business practice to continually report disputed information without taking the required investigatory steps to meaningfully verify such information as accurate.

313. Equifax's non-compliance with the requirements of the FCRA is indicative of the reckless, willful, and wanton nature of its conduct in maintaining each Plaintiff's consumer files and reporting each Plaintiff's credit information.

314. Equifax's pattern of refusal to correct patently false information as mandated by the FCRA reveals a conscious disregard of the rights of each Plaintiff.

WHEREFORE, Plaintiffs, CHARLES F. GILBERT and SANDRA D. GILBERT, each respectfully pray this Honorable Court for the following relief:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing Equifax to immediately delete or correct the inaccurate information from each Plaintiff's credit reports and credit files;
- c. Award each Plaintiff actual damages, in an amount to be determined at trial, for each of the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- d. Award each Plaintiff statutory damages of \$1,000.00 for each of the underlying FCRA violations, pursuant to 15 U.S.C. §1681n;
- e. Award each Plaintiff punitive damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n;
- f. Award each Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. §1681n(3) and 15 U.S.C. §1681o(2); and
- g. Award any other relief as this Honorable Court deems just and appropriate.

Plaintiffs demand a trial by jury.

Dated: March 11, 2019

Respectfully Submitted,

/s/ Majdi Y. Hijazin

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